RECORDATION NO. 19623-C

ALVORD AND ALVORD

APR 1 9 1936 -1 20 PM

ATTORNEYS AT LAW

918 SIXTEENTH STREET, N.W.

SUITE 200

INTERSTATE COMMERCE COMMISSION

WASHINGTON, D.C.

20006-2973

OF COUNSEL
URBAN A LESTER

(202) 393-2266 Fax (202) 393-2156

April 18, 1996

ELIAS C. ALVORD (1942) ELLSWORTH C. ALVORD (1964)

Mr. Vernon A. Williams Secretary Surface Transportation Board Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies of a Full Termination of Security Agreement and Release of Security Interest, dated as of April 19, 1996, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement previously filed with the Commission under Recordation Number 19623. 73.

The names and addresses of the parties to the enclosed document are:

Debtor:

ATEL Cash Distribution Fund VI, L.P.

235 Pine Street, 6th Floor

San Francisco, California 94104

Secured Party:

Sanwa Bank California

444 Market Street

San Francisco, California 94111

A description of the railroad equipment covered by the enclosed document is:

Thirty-six (36) diesel electric locomotives CR 6441 through CR 6476

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Mr. Vernon A. Williams
April 18, 1996
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return four (4) stamped copies of the enclosed document to the undersigned.

Very truly yours

Robert W. Alvord

RWA/bg Enclosures

RECORDATION NO. 19623

## FULL TERMINATION OF SECURITY AGREEMENT AND RELEASE OF SECURITY INTEREST

APR 1 9 1996 -1 20 PM

KNOW ALL MEN BY THESE PRESENTS that this Full TeleMinistration (OFF RESENTANCE) Agreement and Release of Security Interest statement ("Termination and Release"), duly filed with the Surface Transportation Board, hereby terminates the Security Agreement dated November 30, 1995 ("Agreement") between ATEL CASH DISTRIBUTION FUND VI, L.P. as debtor ("Debtor") and SANWA BANK CALIFORNIA ("Sanwa") as lender, filed under the Interstate Commerce Commission document Recordation No. 19623-B on December 1, 1995. Furthermore, this statement serves notice to any and all concerned that said Agreement is terminated and any interest held pursuant thereto is hereby released.

IN WITNESS WHEREOF, each party hereto has caused this statement and acknowledgment to be duly effective as of April 19, 1996.

ATEL CASH DISTRIBUTION FUND VI, L.P.
BY its General Partner, ATEL Financial
Corporation
By: Vetra V. Moram
Name: Vasco H. Morais
Title: Senior Vice President and General Counsel
Date: 1974 1996
STATE OF California }
COUNTY OF San Francisco }
On April 17, 1996 before me, the
undersigned officer, personally
appeared Vasco H. Morais,

On April 17, 1996 before me, the undersigned officer, personally appeared Vasco H. Morais, personally known to me to be the person whose name is subscribed to this instrument and acknowledged to me that Vasco H. Morais executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Aublic

My Commission expires: July 31/990

(Notarial Seal)



SANWA BANK CALIFORNIA

By: By: By:

Name: Katherine Zirsser

Title: Vice President

Date: 4-17-96

STATE OF California

}ss
COUNTY OF San Francisco }

On April 17, 1996 before me, the undersigned officer, personally appeared Katherine Zinsser, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission expires

(Notarial Seal)

